



Questions, Suggestions, Ideas or Referral to a Neighbor: Please Call Jon Hardie RMLPBU Support Cell: **978-790-8474** (24/7)

## Town of Royalston MLP Broadband Utility (RMLPBU)

### Terms and Conditions for Residential Broadband Service - January 1st, 2016

A summary of residential offerings is available here on the **RMLPBU Broadband Pricing** page. Royalston MLP Broadband Utility service is or will be available to residents and businesses in the Royalston Municipal Light Plant Broadband Utility (RMLPBU) service area. Service is subject to availability. There may be areas of Royalston that are not yet served.

The following are general Terms and Conditions of Use for Residential Broadband Service:

- **A One Year, or Discounted Two Year agreement is required.**
- An adult 18 years of age or older must be present during the installation of services. A Homeowner Easement and Right of Access must be signed by the property owner, and on file with the RMLPB prior to installation.
- Price applies to base monthly rate only; and excludes optional services and additional installation charges.
- A new installation fee of \$150, will apply to a single installation of RMLPB's broadband equipment **after Feb 28, 2016**, for those users not included in the initial 60 Pilot Test customers, including electronics. As of 1/1/2016 twenty (20) free installations are available in the RMLPBU MBII south village Pilot grant service area.. (please tell your neighbors.) Additional costs will apply, if you request RMLPBU to relocate this equipment after it is first installed. The new equipment installation cost, if applicable, may be amortized at \$15 per month, interest free, over the first 10 months of service.
- After two month of service, up to \$200 early termination fee (w/ \$10/mo. pro-rated reduction) applies to each Annual or Two Year subscription. Annual or Two Year subscriptions must be renewed 30 days prior to expiration to continue service.
- Note: Hosting of commercial web and email servers on any residential service **is strictly prohibited**.
- Note: Payments to RMLPBU, that are over 15 days past due, may result in reduction of service to 1Mbps Down / 1Mbps Up. Payments 30 days past due, may result in termination of service. A reconnection fee of \$50.00 may be charged for any service disconnected after 30 days due to non-payment.
- Pets must be restrained or otherwise kept away from the installer(s) until work is complete.
- Customer Premises Electronic (CPE) equipment is and shall remain property of RMLPBU.
- Failure to allow for equipment removal upon termination of services, or damaged equipment within 30 days, shall result in a \$200.00 fee or a tax lien.
- Internet service and fees will be billed electronically via email, on a monthly basis as part of RMLPBU's billing cycle.
- Customers that do not have an active service with RMLPBU, will need to establish an account, prior to installation of Internet Services. All four (4) RMLPBU requirements for service, must be met in order to establish an account: 1) A signed Homeowner Access Easement, 2) Acceptance of Terms and Conditions, 3) A Signed Package Agreement, 4) Prepayment of the First Months Service at the Service Package Level Chosen, in Advance.
- By using this service, you signify your agreement to all terms, conditions, and notices contained or herein (the referenced "Terms of Use"). If you do not agree to these Terms of Use please do not use this service. We reserve the right, at our discretion, to update or revise these Terms of Use. Please check the Terms periodically for changes. Your continued use of this service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

B. Agreement to Rules of Conduct

You agree to abide by Royalston MLP Broadband 's Rules of Online Conduct, including but not limited to, agreeing not to use this service for **any** unlawful purpose. The Rules of Online Conduct are set forth below.

C. Proprietary Rights and Grant of Limited License

Royalston MLP Broadband provides access to information, communications, software, photographs, video, graphics, music, sounds and other material and services located both on Royalston MLP Broadband 's computer servers and other services on the Internet ("Content."). Such Content may be protected by copyrights, trademarks, other intellectual property rights, and other proprietary rights ("Rights") of independent third parties. You agree that your use of such Content shall be governed by all applicable laws and regulations, and by the specific restrictions placed on such Content by the owners and/or licensors of the Rights in such Content. You agree not to post or transmit Content that is subject to another party's Rights, on or through the service offered by Royalston MLP Broadband , without that party's express written permission, when such permission is required by law or agreement.

You also agree that by posting or transmitting Content to any public area (such as public chat rooms, message boards, newsgroups, web space or software libraries) you are requesting Royalston MLP Broadband to make that material available to other Internet users and you understand that such access will result in copies of your Content being transmitted to others. In order to permit Royalston MLP Broadband to publish your Content, you automatically grant, or represent and warrant that the owner of the rights in any such Content, has expressly authorized you to grant, Royalston MLP Broadband a royalty-free, perpetual, irrevocable, non-exclusive right and license to reproduce, publish, distribute, perform and display such Content (in whole or in part) worldwide to service subscriber's request. You further warrant and represent that use of your Content will not infringe or violate the rights of any third party.

D. Third Party Sites

This service may produce automated search results or otherwise link you to other sites on the Internet. These sites may contain Content that some people may find inappropriate or offensive. These other sites are not under the control of Royalston MLP Broadband , and you acknowledge that Royalston MLP Broadband is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of the site by Royalston MLP Broadband .

E. Content on Royalston MLP Broadband Servers

Royalston MLP Broadband generally does not pre-screen Content posted, distributed or uploaded by you or any other Royalston MLP Broadband subscriber or any other Content that may be available on or through use of this service. However, Royalston MLP Broadband may, in its sole discretion, remove any Content from its servers that does not comply with the Terms of Use or the Rules of Online Conduct or is otherwise harmful, objectionable, or inaccurate. You agree that Royalston MLP Broadband is not responsible for any failure or delay in removing such Content.

F. Disclaimer of Warranties

ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THIS SERVICE (THE "ONLINE MATERIALS") ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE CONTENT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ROYALSTON MLP BROADBAND DOES NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THIS SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS SERVICE IS SOLELY AT YOUR RISK. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

G. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL ROYALSTON MLP BROADBAND BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ROYALSTON MLP BROADBAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, ROYALSTON MLP BROADBAND 'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

#### H. Indemnification

Upon a request by Royalston MLP Broadband , you agree to defend, release, indemnify, and hold harmless Royalston MLP Broadband , and its commissioners, employees, and contractors from all liabilities, claims, and expenses, including attorney's fees, which arise from your use or misuse of this service. Royalston MLP Broadband reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In such an event, you will cooperate with Royalston MLP Broadband in asserting any available defenses.

#### I. Choice of Law and Forum

These Terms of Use shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of this service shall be filed only in the state or federal courts located in the Commonwealth of Massachusetts, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

#### J. Entire Agreement

Unless otherwise specified herein, the Terms of Use and Rules of Conduct constitute the entire agreement between you and Royalston MLP Broadband with respect to use of this service and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and Royalston MLP Broadband with respect to use of this service. You agree that if any portion of the Terms of Use or Rules of Online Conduct is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining portions will remain in full force and effect.

### II. Rules of Online Conduct

#### A. Prohibited Activities

By using this service, you agree that you will not post, distribute or upload any Content, as defined above, that:

- Is abusive, deceptive, defamatory, fraudulent, harassing, invasive of another person's privacy, libelous, threatening, tortious, unlawful, contains sexually explicit images, sounds or text and/or other obscene images, sounds or text, or otherwise violates Royalston MLP Broadband 's Terms of Use or these Rules of Online Conduct;
- Infringes on any copyright, patent, trademark, trade dress, trade secret, or other proprietary right of any party;
- Abuses, degrades, harasses, intimidates, threatens or victimizes an individual, group of individuals or entity;
- Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "Spamming"), chain letters, any other form of unauthorized solicitation;
- Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- Or impersonates any person or entity, including but not limited to any employee or official of Royalston MLP Broadband, or any information provider, guide, or Internet host.

#### B. Solicitation of Minors

You agree that you will not solicit or collect personal or identifying information from or about any minor (anyone under the age of 18 years old) for any purpose.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City or Town \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone # (best number to reach you) \_\_\_\_\_

Email Address \_\_\_\_\_

Thank You.

